

ARTICLE 42. DUES DEDUCTIONS

A. Dues Deduction and Agency Shop Fee

1. Dues Deduction.

Upon request of an employee in the UCR Skilled Crafts Bargaining Unit, the University agrees to deduct union dues from the employee's pay. Authorizations for union dues deductions shall be made on a form agreed upon by the parties.

2. Agency Shop Fee.

Upon notification to the University by the International Union of Operating Engineers, Local 501 (IUOE), University employees in the bargaining unit who choose not to become members of the unit in accordance with paragraph A.1. above, as a continued condition of employment, shall be required to pay an agency shop fee. The amount of the fee shall be determined by IUOE and shall not exceed the monthly dues that are payable by members of IUOE. The amount of the fee shall be deducted by the University from the wages or salary of the employee and paid to IUOE.

3. Exemption from the Agency Shop Fee.

Any employee in this unit who is a member of a bonafide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the IUOE as a condition of employment. An employee to which this provision is applicable shall be required to pay sums equal to the amount of the service fee to a non-religious, non-labor charitable fund exempt from taxation under the Internal Revenue Service code, chosen by the employee from the following list of funds agreed to by the University and the IUOE.

**American Cancer Society,
American Heart Association, and the
UCR Student Assistance and Scholarship Fund**

4. Check Processing.

The University further agrees to send a check to the Union for all union dues and/or agency shop fee deductions which have been requested by employees or is required for employees covered by this Agreement. The cost of processing the check shall be ten dollars (\$10.00). In addition, the University will charge the Union seven cents (\$0.07) for each dues deduction made from a paycheck.

5. Indemnification.

The amount of dues or agency shop fee deducted from an employee's paycheck will be calculated by the University on the basis of information provided by the Union concerning its dues structure and the agency shop fee. The Union agrees to reimburse the University for all costs actually incurred by the University as a result of changes made by the Union in the structure or method of calculation of the Union's dues or agency shop fees during the terms of this Agreement. The Union agrees to hold the University harmless from liability for any errors in withholding or transmitting dues or agency shop fees except for liability to the Union for monies actually withheld, but not transmitted. The Union further agrees to refund the University any overpayment of money made to the Union pursuant to this Article through error or oversight on the part of the University.

B. Union Security

The authorization for dues deduction shall remain in full force and effect during the life of this Agreement; provided, however, that any employee may withdraw from the Union by delivering a signed withdrawal letter to the University and mailing a certified copy to the Union within thirty (30) calendar days of the expiration of this Agreement.

C. Financial Report

1. IUOE shall keep an adequate itemized record of its financial transactions, and shall make available annually, to the employees who are members of IUOE, within 60 days after the end of its fiscal year, a detailed written financial report of the fiscal year in the form of a balance sheet and operating statement, certified as to accuracy by the president and treasurer or comparable officers. IUOE shall provide a copy of said report to the UCR Manager of Labor Relations within 60 days after the end of IUOE's fiscal year.

D. Severability

In the event the fair share provisions of Higher Education Employer-Employee Relations Act (HEERA) (Amendments to HEERA by SB 645, 1999) are declared invalid or void by statute or judicial decision, the parties agree that all matters in the Agreement concerning fair share fees shall be of no force or effect.